

## **REMARKS**

### **I. Status of Claims**

Prior to entry of this paper, **Claims 1-30** were pending. Claims 1-30 were rejected. In this paper, Claims 1, 3-4, 6, 8-10, 13, 15, 17, 20, 23, 26, and 30 are amended; no claims are cancelled; and no claims are added. Claims 1-30 are currently pending. No new matter is added by way of this amendment. For at least the following reasons, Applicant's representative respectfully submits that each of the presently pending claims is in condition for allowance.

### **II. Claim Rejections - 35 U.S.C. § 101**

**Claim 1** was held rejected under 35 U.S.C. 101, because, based Supreme Court precedent, a method/process claim must (1) be tied to another statutory class of invention (such as a particular apparatus) or (2) transform underlying subject matter (such as an article or materials) to a different state or thing.

With this paper, Claim 1 has been amended to indicate that the method is “*implemented on at least one network device*”. Support for this amendment can be found throughout the application as originally filed, including on 27-30 of page 4 of the specification. As amended, it is respectfully submitted that the method is at least tied to another statutory class, such as the statutory class associated with network devices. It is further respectfully submitted that “*displaying the predetermined content*”, as further recited in amended Claim 1, in the claimed context of “*at least one network device*”, involves transforming the underlying subject matter at least to a different state. Further, it is respectfully submitted that “*displaying predetermined content*” is not a step that can be performed mentally by a user, as is suggested in the last line of page 2 of the Office Action. Accordingly, it is respectfully requested that this rejection under 35 U.S.C. §101 be withdrawn.

**Claims 17-22** were rejected under 35 U.S.C. 101, because the claimed invention was held to be directed to non-statutory subject matter.

The first part of this rejection indicates that these claims “are intended to embrace *two* different statutory classes of invention as set forth in 35 U.S.C. §101”, citing *Ex parte Lyell*. The applicant's representative respectfully disagrees. Amended Claims 17-22 embrace the one statutory class that is applicable to a “*server*”. Amended Claim 17, for example, clearly recites

"A server" that comprises "a memory", "a transceiver", and "a processor". The latter limitations of this amended claim then define a particular capability or purpose that is served by the last of these "server" elements, the claimed "processor". The manner in which these latter limitations are written constitutes "functional limitations". See MPEP 2173.05(g). As further noted therein, there is nothing inherently wrong with defining the "processor" element of the "server" in functional terms, and such functional language does not, in and of itself, render claim improper. In view of the discussion further presented in MPEP 2173.05(g), and the extent to which it applies to amended Claims 17-22, it is respectfully submitted that these claims are proper under 35 U.S.C. §101, as well as 35 U.S.C. §112, 2<sup>nd</sup> paragraph.

It is further respectfully submitted that the reliance upon *Ex parte Lyell* in this rejection is improper. See MPEP 2173.05(p)(II). As indicated in this section of the MPEP, this case law pertains to "a single claim which claims both an apparatus and the method steps of using the apparatus". In the Office Action issued September 2, 2008, it appears that the claimed "server" of amended Claim 17 is being equated to the "apparatus", while limitations such as the claimed "receiving" are being equated to the "method steps of using the apparatus". However, based on the manner in which amended Claim 17 is written, it is respectfully submitted that this analogy is improper. As noted above, the final limitations of amended Claim 17 pertain to a particular capability or purpose that is served by a particular element of a "processor", which is not the apparatus or "server" itself. Accordingly, it is respectfully submitted that the facts are not sufficiently similar so as to render applicable the case law that is cited in the most recent Office Action.

It is further noted that remarks similar to those provided herein, particularly with regards to functional limitations and MPEP 2173.05(g), were provided in response to the previous Office Action. However, in the most recent Office Action, such remarks were not addressed, nor were they otherwise rendered moot. Yet, the same rejection under 35 U.S.C. §101 was provided in this most recent Office Action. Upon entry of this paper, if this rejection of amended Claims 17-22 under 35 U.S.C. §101 is maintained or repeated in future Office Actions, it is respectfully requested that this response be particularly addressed therein. In view of the above response, it is respectfully requested that the above rejection under 35 U.S.C. §101 be withdrawn.

In the second part of this rejection, the Office Action, at lines 14-19, states "the language of the processor ... does not concretely recite when the logical instructions causing actions are

being executed". Though questions of 'timing' are not applicable under 35 U.S.C. §101 – and this part of the rejection should be withdrawn for at least this reason alone, it appears that on lines 18-19, the Office Action is suggesting that the phrase "*the execution of*" can be rewritten as "when executed" to overcome this aspect of the rejection. If this is not a proper interpretation of lines 18-19 of page 3, then further clarification is respectfully requested. In light of this suggestion, Claim 17 has been amended to recite this suggested phrase. Accordingly, withdrawal of the previous rejection under 35 U.S.C. §101 for this reason is also respectfully requested.

**Claims 23-29** were rejected under 35 U.S.C. 101, because the claimed invention was held to be directed to non-statutory subject matter.

On page 4, lines 21-23 and page 5, lines 1-3, the Office Action states "Data structures not claimed as embodied in computer readable media are descriptive material per se and are not statutory because they are neither physical 'things' nor statutory processes" and "Such claimed data structures do not define any structural and functional interrelationships between the data structure and other claimed aspects of the invention, which permit the data structure's functionality to be realized". The applicant's representative respectfully disagrees with this interpretation of these claims. For example, the "*instructions*" recited in amended Claim 23 are clearly recited as being "*stored*" on a "*computer readable storage medium*" in a manner that enables the instructions to be "*executed by at least one processor*". Accordingly, these "*instructions*" in claims such as amended Claim 23 are embodied on a computer readable media. The ability for the "*instructions*" to be executed demonstrates that these instructions, as claimed, are structurally and functionally interrelated to the computer readable media in a manner that permits the functionality of the instructions to be realized. Accordingly, for at least this reason, withdrawal of this rejection under 35 U.S.C. §101 is respectfully requested.

On page 4, lines 4-7, the Office Action states "'computer readable storage medium'" which per page 5 of the Applicant specification can include communication media that may typically embody data in a modulated signal such as a carrier-wave or other transport mechanism". The applicant respectfully disagrees with this interpretation of Claim 5 with regards to the specification, at least so far as this interpretation is employed as the basis of this rejection under 35 U.S.C. §101. Page 5, lines 21-22 of the specification discloses "computer

readable media”, of which there are at least two types, “communication media” and “computer storage media”. The former, “communication media”, embodies instructions and data structures “on a modulated data signal such as a carrier wave” (see page 5, lines 23-26 of the specification as originally filed). As cited above, such a “carrier wave” is the basis of this rejection of Claims 23-29 under 35 U.S.C. §101.

However, the claims of this paper, such as amended Claim 23 do not refer to this type of computer readable media. Rather, they refer to the second type listed above, “computer readable storage media” (emphasis added). Again, the specification, as originally filed, clearly discloses that this is a different type of media than the type that includes ‘carrier waves’. Support for such “computer storage media” or “computer readable storage media” is further noted, for example, on page 6, lines 3-5 of the specification as originally filed.

So far as amended Claims 23-29 do not refer to “communication media”, but instead recites a different type of media, “*computer readable storage media*”, it is respectfully submitted that these claims are drawn to subject matter that is statutory under 35 U.S.C. §101, including as is further discussed in MPEP 2106. Accordingly, withdrawal of this rejection under 35 U.S.C. §101 is respectfully requested.

Further on page 4, lines 11-13 of the most recent Office Action, the statement is made that “*While the term carrier wave signal has been removed from the claim language, it needs to be removed from the specification as well*”. However, it is respectfully submitted that 35 U.S.C. §101 does not provide for, nor does it otherwise substantiate, the removal of language from the specification – including that which is not referenced in the claims, as is noted elsewhere herein. If other, statutory bases for removing language from the specification exist, and are applicable hereto, it is respectfully submitted that such grounds be further – and clearly - made of record. It is also respectfully submitted that leaving this language in the specification aids in clarifying that the “*computer readable storage media*” of amended Claims 23-29 does not include “carrier waves”, which, again, are considered part of “communication media”, a different type of “computer readable media”.

Accordingly, it is respectfully requested that this rejection under 35 U.S.C. §101 be withdrawn.

#### **IV. Claim Rejections - 35 U.S.C. § 112**

**Claim 1** was rejected under 35 U.S.C. 112, second paragraph, for a plurality of reasons. Each of these grounds is addressed and discussed below.

On page 4, lines 23-25, the Office Action states, “it is unclear if the Applicant is optimizing the content based on the bid amount or based on the estimated number of clicks on the content”. Amended Claim 1 recites, “*the at least one selected method is enabled to optimize a plurality of separate bids for corresponding keywords, and wherein the optimization is based on an estimated number of clicks on content in the result from the sponsored search*”. This limitation clearly shows that “*an estimated number of clicks*” is being employed to optimize “*a plurality of separate bids*”, and not “*content*” as indicated in the Office Action. In this limitation of amended Claim 1, “*content*” is associated with the “*estimated number of clicks*”, but the target of the optimization is still the “*plurality of separate bids*”. Accordingly, withdrawal of this rejection is respectfully requested for at least this reason.

In lines 1-3 of page 5, the Office Action states that there is “no antecedent basis for the limitation of optimizes a plurality of separate bids, since separate bids was not previously recited, and the claim previously recited the bid”. With this paper, Claim 1 has been amended to clarify that the claimed “*plurality of separate bids*” includes the “*at least one bid*” as part of “*automatically placing*”, as is further presented therein. It is respectfully submitted that this amendment clarifies the functionality of the selected method, including as it is applied to the at least one bid. Accordingly, withdrawal of this rejection is respectfully requested.

In lines 3-5 of page 5, the most recent Office Action states that it is “unclear how the budget that is provided for placing a bid is being used in the rest of the claim, since the other limitations do not tie back to the budget”. As amended, Claim 1 at least recites “*the provided budget is available for use with the selected method*” in the “*selecting*” limitation and “*based on the selected method and the provided budget*” in the “*automatically placing*” limitation. As amended, it is respectfully submitted that multiple limitations “tie back” to the limitation of providing the budget. Accordingly, withdrawal of this rejection is respectfully requested. It is also respectfully submitted that this amendment obviates the basis of the rejection under 35 U.S.C. §112, 2<sup>nd</sup> paragraph, of amended **Claims 6 and 10**. Accordingly, in view of this amendment, withdrawal of this rejection for amended Claims 6 and 10 is also respectfully requested.

In lines 5-6 of page 5, the most recent Office Action states that “per the last part of the claim, there appears to be no relationship between the bid and the estimated number of clicks”. As noted above, amended Claim 1 recites, *“the at least one selected method is enabled to optimize a plurality of separate bids for corresponding keywords, and wherein the optimization is based on an estimated number of clicks on content in the result from the sponsored search”*. Accordingly, the *“at least one selected method”* provides the relationship between the *“estimated number of clicks”* and *“bids”*. Thus, when the *“at least one bid”* is automatically placed *“based on the selected method”*, the at least one selected method establishes a relationship between the bid and an estimated number of clicks. Accordingly, withdrawal of this rejection is respectfully requested.

In lines 6-7 of page 5, the Office Action states “the content is being selected on the bid amount only”. Amended Claim 1 recites *“the at least one bid is associated with the predetermined content”* and *“displaying the predetermined content that is associated with at least one placed bid”*. With regard to the display of the predetermined content, amended Claim 1 also recites that the value of the at least one bid *“is employed to acquire placement of the predetermined content”*. It is unclear to what aspect of the limitations of amended Claim 1 that the term “selected” in this statement from the Office Action is intended to apply; However, as shown in the above cited limitations, amended Claim 1 recites that the predetermined content is at least *“associated”* with the bid and placement of the predetermined content in the result involves employing the value of the bid with which the predetermined content is associated. Accordingly, further clarification or withdrawal of this aspect of the rejection is respectfully requested.

In lines 7-9 of page 5, the Office Action states, “it is unclear what the Applicant means by selecting at least one predetermined method, since it is unclear what are the different methods from which this selection is being made”. However, it is respectfully submitted that amended Claim 1 does not intend to delimit, nor is it required to describe, the “different methods” from which the selection is being made. Rather, the limitations of amended Claim 1 indicate that the at least one predetermined method is *“for placing at least one bid for the keyword in the result”*, as is further recited therein. Claim 4, for example, denotes “different methods”, but again, such detail is not provided – nor necessary - to make clear the intended scope of this aspect of

amended Claim 1 and overcome the disclosures of the prior art of record. Accordingly, withdrawal of this rejection is respectfully requested.

In lines 12-16 of page 5, the Office Action states “the limitation regarding optimizing based on estimated number of clicks is not being given any weight, since the claim focuses on optimizing based on a bid amount, and no relationship is shown between optimizing based on both limitations”. As noted above, this statement incorrectly characterizes the limitations of amended Claim 1. The “*selecting*” limitation, as reproduced repeatedly above, recites optimizing “*bids*” based on “*an estimated number of clicks*”. That is, the bids are the target of the optimization, while the estimated number of clicks is a basis on which the optimization is made. The basis of exclusion cited in these lines of the Office Action, again, is “optimizing based on a bid amount”. Since this basis does not properly reflect the limitations of amended Claim 1, not giving the weight to this limitation represents an incomplete examination of the limitations of amended Claim 1. It at least this reason, withdrawal of this rejection under 35 U.S.C. §112 is respectfully requested.

**Claims 4, 15, 20, 26 and 27** were rejected under 35 U.S.C. 112, second paragraph, since it was held to be unclear what is meant by selecting how to place a bid by one of the methods including minimum cost for maximum acquisitions, shortest time for maximum acquisitions, time interval budget, and custom.

With this paper, Claims 4, 15, 20, 26, and 27 have been amended to further clarify the nature of the claimed “*selected method*”. In view of these amendments, withdrawal of these rejections is respectfully requested. Support for these amendments can be found throughout the application as originally filed, including on page 8, line 13 through page 9, line 16 of the specification.

**Claim 9** was rejected under 35 U.S.C. 112, second paragraph, since it was held to be unclear what is meant by the limitation that a time interval comprises providing information of a time zone. The basis of this rejection is unclear; the provided interpretation for Claim 9 (as noted in lines 14-17) does not appear to appreciate the meaning of the term “*time zone*”. With regards to at least one definition, it is noted that page 7, lines 3-10 of the specification as originally filed, discusses an example time zone of “Pacific Standard time”. With this paper, Claim 9 has been amended to clearly recite “*providing the time interval information further*

*comprises providing information of a time zone for placing the at least one bid on the keyword*’, as is further recited in the amended limitations of Claim 9. It is respectfully submitted that at least this limitation of Claim 9 clearly recites a relationship between a provided “*time zone*” and “*placing the at least one bid on the keyword*”. Accordingly, in light of this amendment, withdrawal of this rejection is respectfully requested.

**Claim 13** was rejected under 35 U.S.C. 112, second paragraph, since it was held to be unclear what is meant by total number of clicks to bid on for each keyword over a period of time, wherein the Office Action asserted that a user can either select to bid by a total number of clicks or by an amount of time. The applicant’s representative respectfully disagrees with this interpretation of the limitations of Claim 13. First, it is respectfully submitted the basis for the statement “you can either select to bid by a total number of clicks or by an amount of time” is unclear; this statement suggests that these two bases for determining a bid are mutually exclusive, i.e., that only a total number of clicks received *or* an amount of time can be applied as the basis for selecting a bid. However, the application, as originally filed, does not support such an assessment or interpretation of amended Claim 13. Rather, the specification as originally indicates that both of these pieces of information – “*a period of time*” and a “*number of total clicks*” may be involved in the bidding process. See, for example, page 3, lines 26-27, which discusses at least one embodiment of the invention in the context of campaigns, which are managed in terms of time, clicks, and budget. The specification further provides numerous examples of how both time and a total number of clicks can be correlated in order to determine a plurality of bids (see for example, lines 19-22 and 25-27 on page 8 and lines 1-6 13-15 of page 9 of the specification). In light of this discussion, as well as the various support for the cited limitation that is provided in the specification as originally filed, it is respectfully requested that this rejection under 35 U.S.C. §112, 2<sup>nd</sup> paragraph, be withdrawn.

In lines 22-23 of page 6 and line 1 of page 7, the Office Action states: “it is unclear as stated if you are bidding on each keyword or if you are bidding per click or if the two are the same thing”. With this paper, the first “*providing*” limitation of Claim 13 has been amended to clarify that “*a desired number of total clicks over a period of time*” is provided for “*each provided keyword*” and that “*at least one bid*” is also “*for each provided keyword*”. Accordingly, it is respectfully submitted that, as further claimed in amended Claim 13, each bid



is for each keyword. In view of this amendment, withdrawal of this rejection is respectfully requested.

In lines 1-6 of page 7, the Office Action states, “Specifically if you [are] bidding based on a provided budget, then based on the budget you can determine the maximum amount you can bid on per click” and “it is unclear what the Applicant means by the bid being dependent on the provided budget and the total number of clicks, since the total number of clicks would be determined based on the budget amount”. With this paper, the total number of clicks has been clarified to refer to “*a desired number of total clicks*”. It is respectfully submitted that this amendment clarifies the manner and logic for each bid being dependent upon the provided budget and the total number of clicks, as is further claimed in amended Claim 13. Accordingly, withdrawal of this rejection is respectfully requested.

In lines 11-14 of page 7, the most recent Office Action states, “The limitation regarding optimizing based on estimated number of clicks is not being given any weight, since the claim focuses on optimizing based on a bid amount, and no relationship is shown between optimizing based on both limitations”. Similar to above with regards to amended Claim 1, it is respectfully submitted that this interpretation of amended Claim 1 does not reflect the actual language of the limitations presented therein. Specifically, amended Claim 13 recites, “*a method for placing each bid for each provided keyword*” and “*the at least one selected method is enabled to optimize a plurality separate bids*” and the at least one selected method is employed “*to automatically generate the at least one bid*”. As shown in at least these limitations, amended Claim 13 involves bids being optimized by the at least one selected method, not “optimizing based on a bid amount” as suggested in the Office Action. In amended Claim 13, the bids are optimized “*based on an estimated number of clicks on content in the result from the sponsored search*” as is further claimed therein. Accordingly, it is respectfully submitted that the interpretation of what “the claim focuses on”, as suggested in the Office Action, is improper. Withdrawal of this rejection for at least this reason is respectfully requested. These remarks also are applicable to the statement provided in the Office Action in lines 3-6 on page 8 with respect to amended Claim 17.

In lines 14-17 of page 7, the Office Action states, “Additionally, optimizing based on separate bids is unclear, since it cannot be understood by this claim language which separate bids the Applicant is referring to. For example, are there multiple bids on the same keyword or is

there one bid per one keyword.” As noted above, as claimed in amended Claim 13, separate bids are the recipients or targets of the optimization, not the source or the basis thereof. With regards to the second part of this statement, Claim 13 has been amended to recite “*a plurality of separate bids for each provided keyword*”. It is respectfully submitted that this amendment further clarifies the association of the plurality of bids with each provided keyword, as further claimed in Claim 13, while leaving the interpretation of such as phrase sufficiently broad to, for example, include both cited definitions of “multiple bids on the same keyword” and “one bid per one keyword”. It is further respectfully submitted that this language is sufficiently clear and distinct with regards to 35 U.S.C. §112, 2<sup>nd</sup> paragraph, and further narrowing of the scope of these limitations in Claim 13 is not necessary in order overcome the prior art of record for the rejections applied under 35 U.S.C. §103(a), as is further discussed herein. Accordingly, withdrawal of this rejection is respectfully requested.

**Claims 16 and 28** were rejected under 35 U.S.C. 112, second paragraph, since the limitation of “one provided keyword further comprising at least one generated keyword that is related to the one provided keyword” was held to render the claim indefinite. However, it is respectfully submitted that this limitation is not included in Claim 16. Rather, Claim 16 was previously amended to recite, “*the at least one provided keyword further comprises at least one generated keyword that is related to at least one other provided keyword of the at least one provided keyword*”. This limitation indicates that the limitation “*at least one provided keyword*” includes at least two keywords, “*at least one generated keyword*” and “*at least one other provided keyword*” to which the at least one generated keyword is related, as is further recited in Claim 16.

**Claim 28** includes a limitation that is also different from that which is cited in these grounds of rejection. It is respectfully submitted that Claim 28 is sufficiently clear and distinct as it is submitted with this paper.

In view of the above remarks, withdrawal of this rejection under 35 U.S.C. §112 is respectfully requested.

**Claim 17** was rejected under 35 U.S.C. 112, second paragraph, as being indefinite.

As noted above, the first part of the grounds of rejection for this claim are discussed herein with regards to similar limitations of amended Claims 1 and 13.

In lines 6-8 on page 8, the Office Action states, "It is also unclear what the Applicant means by determining an automatic placement of at least one bid. It is interpreted to mean that a bid is placed automatically." With this paper, this limitation has been amended to further clarify the placement of at least one bid. In light of this amendment, withdrawal of the rejection of amended Claim 17 for at least this reason is respectfully requested.

In lines 8-11 of page 8, the Office Action states, "the limitation of providing a budget for placing a bid on a keyboard has nothing to with the rest of the claim, since the rest of the claim deals with the placing a bid on a keyword, so the limitation of "receiving a budget" is not given any patentable weight". With this paper, Claim 17 has been amended to clarify the relationship between the budget and the "placement" of at least one bid. In light of this amendment, withdrawal of this rejection under 35 U.S.C. §112, 2<sup>nd</sup> paragraph, is respectfully requested.

**Claims 18-22** were rejected under 35 U.S.C. 112, second paragraph, since various limitations thereof were held to render the claims indefinite for failing to point out and distinctly claim the subject matter which the Applicant regards as the invention.

However, as discussed above with regards to the rejections of these claims under 35 U.S.C. §101, these claims do not combine two different statutory classes – rather, they pertain to one statutory class, that of a server. The limitations at the end of amended Claim 17, for example, are written as functional limitations – a manner of claiming an element of a system which is permissible according to at least MPEP 2173.05(g). As such, the limitations of amended Claims 18-22 also refer one statutory class of invention, that of a "server" as initially claimed in amended Claim 17. For at least this reason, and the remarks further provided herein with regards to the rejections applied under 35 U.S.C. §101, withdrawal of these rejections under 35 U.S.C. §112, 2<sup>nd</sup> paragraph, is respectfully requested.

In lines 22-23 of page 8 and lines 1-2 of page 9, the Office Action further states, "Furthermore, the remaining claim besides the claimed server does not recite and structural limitations that would normally be tied to a server, and therefore it is unclear if the Applicant is claiming a server or a method." While it is unclear what the is intended by the term "normally"

in this statement, it is respectfully submitted that amended Claim 17 does recite structural elements that enable the functionality of the logical instructions to be realized. Particularly, amended Claim 17 recites “*a memory*” and “*a processor for executing the logical instructions stored in the memory*”. Independent of whether these elements that would “normally be tied to a server”, as alleged in the Office Action, these elements are, in fact, positively included in the “*server*” claimed in amended Claim 17. These elements are structural and, again, enable the functionality of the logical instructions to be realized.

Again, the limitations that follow the “*processor*” in amended Claim 17, such as “*receiving...*” and “*determining..*” describe the processor in the server in terms of what the processor does. Combined with the preamble of Claims 17-22, which recites “*a server*”, it is clear that these claims do not, nor are they intended to be claiming a method, as alleged in the Office Action. To reiterate, please refer to MPEP 2173.05(g) regarding this manner of claim limitations.

In light of the above remarks, withdrawal of the previous rejection of amended Claims 18-22 under 35 U.S.C. § 112, 2<sup>nd</sup> paragraph, is respectfully requested.

#### **V. Claim Rejections - 35 U.S.C. § 103**

**Claims 1-9, 14-28 and 30** were rejected under 35 U.S.C. 103(a) as being unpatentable over Davis in view of Breen, Jr. et al., U.S. Patent No. 6,598,027 (hereinafter “Breen”).

With this paper, **Claim 1** has been amended to clarify the distinction, and thus patentability, of the claimed invention over the applied prior art – including Davis and Breen. The amendment particularly clarifies the operations of the selected method in placing bids. Support for this amendment and other amendments in this paper can be found throughout the application as originally filed, and particularly on page 4, lines 1-10 and page 6, lines 20-23 and page 7, lines 3-10 and page 8, line 13 through page 10, line 24 of the specification and Figures 5 and 6 of drawings.

As amended, Claim 1 at least recites:

*selecting at least one predetermined method for placing the at least one bid for the keyword in the result from the sponsored search, wherein the at least one selected method is enabled to optimize a plurality of separate bids for corresponding keywords, and wherein the optimization is based on an estimated number of clicks on content in the result from the*

*sponsored search, and wherein the provided budget is available for use with the at least one selected method;*

*automatically placing the at least one bid for the keyword based on the at least one selected method and the provided budget, wherein the at least one selected method optimizes the plurality of separate bids, and wherein the optimized plurality of separate bids includes the at least one bid;*

After carefully reviewing Davis, it appears that Davis does not suggest at least such a limitation. Further, the selections of Davis – the “Change Bids” and “Change Rank Position” options – cited in the most recent Office Action do not render obvious at least the latter halves of these limitations. The “Change Bids” selection directly receives and applies bid amounts (col. 18, line 55-col. 19, line 7). This direct entry of new bid information does not suggest an “algorithm” nor an “optimization”, much less bids that are commonly optimized with respect to “an estimated number of clicks” as is further claimed in amended Claim 1. In fact, Davis specifically mentions that a subaccount organization of search terms does not affect the overall operation of the system disclosed therein (col. 12, lines 33-36).

Similarly, the “Change Rank Position” option of Davis involves the individual management of bids with respect to rankings (col. 19, lines 45-58). The concept of “advantageous” position, as noted as the purpose of “rank” in Davis (see col. 13, lines 13-24), does not suggest the involvement of a particular number of clicks, including as is further claimed in amended Claim 1. An assessment of acquisitions or clicks is simply not included in either of these options, including in the particular manner further claimed in amended Claim 1. Even the option to project a daily run rate in Davis (see col. 21, lines 1-53) does not suggest the use of such information “to optimize a plurality of separate bids for keywords” as is further claimed in amended Claim 1. Viewing information related to an advertiser’s campaign, as noted in column 21, lines 54-61 of Davis, simply does not suggest the common, collective optimization of a plurality of bids for keywords associated with such a campaign.

To reiterate, the collection of information in Davis, separate from the ability to manipulate rank and explicit bid amounts, as well as the ability to view campaign information, simply does not suggest the common application of a number of clicks – in the past or estimated

for the future - to optimize a plurality of separate bids as is further claimed in amended Claim 1. For at least these reasons, withdrawal of the rejection of amended Claim 1 is respectfully requested.

It is further respectfully submitted that Breen does not cure this deficiency of Davis with respect to amended Claim 1 and the requirements of 35 U.S.C. §103(a), including when considered in view of the disclosure.

Rather, Breen discloses automatic individual bid placement (col. 21, line 30 – col. 22, line 28). The context of Breen involves a single bid and bid amounts for material goods (col. 21, lines 30-35; col. 22, lines 1-6). No form of “clicks on data in a result from a sponsored search”, as further claimed in amended Claim 1, is addressed in the context of such a bidding process. In fact, the ‘real’ or known nature of the goods, such as by a “quantity” value of the initial listing (see col. 2, lines 9-13 of Breen) provides particular differentiation between the subject of the bidding of Breen and that of the claimed invention, the latter of which involves an “estimated number”.

Further, the bid amounts in Breen are based on other bid amounts, and not the products themselves (see col. 21, lines 30-35 of Breen). Yet the claimed invention, at least in the language of amended Claim 1, provides a clear distinction between bids and clicks, at least so far as the former is determined based on the latter.

Further, the bidding agent of Breen discusses only a single bid, increased incrementally, for a particular product offered for sale (col. 21, lines 54-59). Such a specific bid for the same underlying product, even when automatically increased, does not suggest “*a plurality of separate bids for corresponding keywords*” that include the recited “*at least one bid for the keyword*” as is further claimed in amended Claim 1. The individual nature of these bids and bidding increments also fails to further suggest the optimization based on a common estimated number of clicks, as is further claimed in amended Claim 1. For at least these reasons, it is respectfully submitted that Davis, even in further view of Breen, does not suggest the limitations, as amended, in Claim 1. Accordingly, withdrawal of this rejection is respectfully requested.

So far as **Claims 2-9, 14-28 and 30** depend on amended Claim 1 or have been amended to include limitations that are similar, albeit different, to those particularly discussed herein, the above arguments are applicable to these claims as well. Accordingly, withdrawal of these rejections is respectfully requested.

**Claims 10 and 29** are rejected under U.S.C. 103(a) as being unpatentable over Davis in view of Breen and further in view of McGregor (Publication Number US 2002/0026360 A1 hereinafter McGregor).

So far as amended **Claim 10 and Claim 29** depend on amended Claims 1 or 23, and comprise limitations involving proper patentable weight, it is respectfully submitted that these claims are not taught or suggested by Davis in view of Breen at least by virtue of their dependency. Though not previously applied, it is further respectfully submitted that McGregor does not cure these deficiencies, at least so far as the profile characteristics are used by an advertiser to select advertisements to be placed (para. 0069, for example), not optimize a plurality of bids as is further claimed in amended Claims 1 and 23. Accordingly, withdrawal of these rejections is also respectfully requested.

**Claims 11-13** are rejected under U.S.C. 103(a) as being unpatentable over Davis in view of Breen and further in view of Mason et al. (Patent Number 6,401,075 hereinafter Mason).

So far as **Claims 11-12** and amended **Claim 13** depend on amended Claim 1 or include limitations similar thereto, it is respectfully submitted that these claims are not taught or suggested by Davis in view of Breen at least by virtue of their dependency. Though not previously applied, it is further respectfully submitted that Mason does not cure these deficiencies, at least so far as purchasing of hits is not correlated to the amount paid for such a hits, including through optimization, as is further claimed in at least amended Claim 1 (see col. 5, lines 4-32 of Mason, for example). Accordingly, withdrawal of these rejections is also respectfully requested.

**CONCLUSION**

In view of the above amendment, applicant's representative believes the pending application is in condition for allowance.

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Respectfully submitted,

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